

EXHIBIT

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AGREEMENT

This agreement (the “**Agreement**”) entered into as of the ___ day of May 2023 (the “**Effective Date**”), by and between Prances Golyan, as the Administrator of the Estate of Bijan Golyan (“**Bijan**”), Faraidoon Golyan (“**Faraidoon**”), Joseph Golyan (“**Joseph**”), the SGJ 2015 Irrevocable Trust (“**SGJ Trust**”), the Mara 2015 Irrevocable Trust (“**Mara Trust**”), the NDBE 2015 Irrevocable Trust (“**NDBE Trust**”) and Golyan Enterprises LLC (the “**Company**”). Each of the foregoing are hereinafter referred to as a “**Party**” and collectively as the “**Parties**.¹”

WHEREAS, on June 10, 2022, Joseph, individually and as Trustee of the SGJ Trust and derivatively on behalf of the Company and others, commenced an action in the Supreme Court of the State of New York, County of Queens entitled *Golyan v. Golyan, et al.*, Index No. 712287/2022 (the “**State Court Action**”).

WHEREAS, among other claims, Joseph alleges in the State Court Action claims (individually and derivatively on behalf of the Company) against Bijan, Faraidoon, Mara Trust and NDBE Trust (collectively, the “**Joseph State Court Claims**”).

WHEREAS, Faraidoon, Bijan, Mara Trust and/or NDBE Trust allege that they may have claims against Joseph and/or the SGJ Trust (individually and derivatively on behalf of the Company) (the “**Other State Court Claims**”).

NOW THEREFORE, in consideration of the recitals set forth above, the agreements, promises and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

1. The Parties reserve all of their rights with respect to the State Court Claims and the Other State Court Claims.

2. Subject to obtaining approval by any appropriate court, the Parties expressly covenant, acknowledge and agree that the State Court Claims and the Other State Court Claims shall be prosecuted in the State Court Action by each respective party alleging such claims therein by their designated counsel.

3. This Agreement may be executed in counterparts, and signed copies transmitted by fax, email or otherwise shall be valid and binding.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GOLYAN ENTERPRISES LLC
By: Its Managers

/s/ Faraidoon Golyan
Faraidoon Golyan

/s/ Joseph Golyan
Joseph Golyan

On the 11th day of May in the year 2023 before me, the undersigned, personally appeared FARAIDOON GOLYAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

S/Nico G. Pizzo
Nico G. Pizzo
Notary Public State of New York
Qualified in Suffolk County
No. 02PI6384544
Commission Exp. 12/17/2026

On the 15th day of May in the year 2023 before me, the undersigned, personally appeared JOSEPH GOLYAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

/s/ Mary Jane Richardson
Mary Jane Richardson
Notary Public State of New York
Qualified in Suffolk County
No. 01R16298201
Commission Exp. 3/10/2026

/s/ PRANES GOLYAN

PRANES GOLYAN, as the Administrator
of the Estate of Bijan Golyan

PRANSES GOLYAN, as an authorized
representative and Trustee of the *NDBE 2015*
Irrevocable Trust

On the 11th day of May in the year 2023 before me, the undersigned, personally appeared PRANSES GOLYAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

S/Nico G. Pizzo

Nico G. Pizzo
Notary Public State of New York
Qualified in Suffolk County
No. 02PI6384544
Commission Exp. 12/17/2026

/s/ FARAIDOON GOLYAN
FARAIDOON GOLYAN, individually

FARAIDOON GOLYAN, as an authorized
representative and Trustee of the *Mara 2015*
Irrevocable Trust

On the 11th day of May in the year 2023 before me, the undersigned, personally appeared FARAIDOON GOLYAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

S/Nico G. Pizzo
Nico G. Pizzo
Notary Public State of New York
Qualified in Suffolk County
No. 02PI6384544
Commission Exp. 12/17/2026

/s/ JOSEPH GOLYAN
JOSEPH GOLYAN, individually

JOSEPH GOLYAN, as an authorized representative
and Trustee of the *SGJ 2015 Irrevocable Trust*

On the 15th day of May in the year 2023 before me, the undersigned, personally appeared JOSEPH GOLYAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

/s/ Mary Jane Richardson
Mary Jane Richardson
Notary Public State of New York
Qualified in Suffolk County
No. 01R16298201
Commission Exp. 3/10/2026